

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

OCEAN BEAUTY SEAFOODS LLC, an  
Alaska limited liability company, and  
MICHAEL COULSTON, an individual,

Plaintiffs,

V.

PACIFIC SEAFOOD GROUP  
ACQUISITION COMPANY INC. d/b/a,  
Pacific Seafood Group and Pacific Seafood  
Group, Inc., an Oregon corporation,

Defendants.

No. 14-1072

COMPLAINT FOR DECLARATORY  
JUDGMENT

COMES NOW, the Plaintiffs Ocean Beauty Seafoods LLC ("Ocean Beauty") and Michael Coulston ("Coulston") (together, the "Plaintiffs"), by and through their attorneys of record, Peterson Russell Kelly PLLC and by way of complaint against the above-captioned defendant, alleges as follows:

**I. THE PARTIES**

1.1. Plaintiff Ocean Beauty is, and at all relevant times herein was, a limited liability company formed under the laws of Alaska. The two members of Ocean Beauty are Bristol Bay Economic Development Corporation ("Bristol Bay") and Ocean Beauty Holdings, Inc. ("OBH"). Bristol Bay is a non-profit corporation duly organized and existing under the laws of

Alaska with its principal place of business in Alaska. OBH is a corporation duly organized and existing under the laws of the State of Washington, with its principal place of business in Seattle, Washington.

1.2. Plaintiff Coulston is an individual residing in Pierce County, Washington.

1.3. Defendant Pacific Seafood Group Acquisition Company, Inc. ("Pacific Seafood") is an Oregon corporation doing business as Pacific Seafood Group. Upon information and belief, Pacific Seafood Group Acquisition Company, Inc. is not licensed to do business in Washington. Further, upon information and belief Pacific Seafood Group, Inc., the employer identified in the Employment Agreement which is the subject of this action, does not exist as an entity or a registered trade name in Oregon or Washington.

## II. JURISDICTION AND VENUE

2.1. Plaintiffs reallege and incorporate by reference, as if fully set forth herein, each and every allegation in the preceding paragraphs.

2.2. This Court has jurisdiction over this action pursuant to 28 U.S.C. §§ 1332.

2.3. There is complete diversity of citizenship between the parties.

2.4. Plaintiff Ocean Beauty is a citizen of Alaska and Washington within the meaning of 28 U.S.C. § 1332(c)(1).

2.5. Plaintiff Coulston is a citizen of Washington within the meaning of 28 U.S.C. § 1332(c)(1).

2.6. Defendant Pacific Seafood is a citizen of Oregon within the meaning of 28 U.S.C. § 1332(c)(1).

2.7. In actions seeking declaratory relief, the amount in controversy is determined by the "value of the object of the litigation." *Hunt v. Washington State Apple Advertising Comm'n*, 432 U.S. 333, 347 (1977). The Ninth Circuit looks to the pecuniary effect an adverse declaration will have on either party to the lawsuit. *Sanchez v. Monumental Life Ins. Co.*, 102 F.3d 398, 405 (9th Cir. 1996).

1           2.8. Defendant Pacific Seafood alleges that Plaintiffs are in violation of, and have  
2 breached the covenant not to compete at issue in this action. Plaintiffs aver, based in part on  
3 Coulston's anticipated earnings as an Ocean Beauty employee and Ocean Beauty's anticipated  
4 revenue, as well as Plaintiffs' experience in matters of this type, that the pecuniary effect of a  
5 declaration adverse to Plaintiffs in this action will exceed \$75,000. Plaintiffs further aver, based  
6 in part on Coulston's alleged earnings for Defendant Pacific Seafood and Plaintiffs' experience  
7 in matters of this type, that Defendant Pacific Seafood seeks alleged damages in excess of  
8 \$75,000. Thus, Plaintiffs aver that the pecuniary effect of a declaration adverse to Defendant  
9 Pacific Seafood in this action will exceed \$75,000. Accordingly, Plaintiffs satisfy the  
10 jurisdictional amount in controversy requirement of this Court.

11           2.9. Venue is proper in this Court pursuant to 28 U.S.C. §1391. Plaintiff Ocean  
12 Beauty and Defendant Pacific Seafood both conduct business in this District and a substantial  
13 part of the events giving rise to the claims at issue occurred in this District.

### 14                                   **III. FACTUAL BACKGROUND**

15           3.1. Plaintiffs reallege and incorporate by reference, as if fully set forth herein, each  
16 and every allegation in the preceding paragraphs.

17           3.2. Ocean Beauty is a large, vertically integrated seafood company with worldwide  
18 sourcing, company owned processing and distribution facilities, offering sales of fresh, frozen  
19 and smoked seafood products. It has distribution facilities in seven western states and  
20 production facilities in Alaska and Oregon.

21           3.3. According to its website Pacific Seafood is also a large, vertically integrated  
22 company which currently employs over 2500 people at 37 facilities with processing plants  
23 stretching along the Pacific coast with distribution facilities in seven western states.

24           3.4. Plaintiff Ocean Beauty and Defendant Pacific Seafood are both national producers  
25 and distributors of fresh and frozen seafood products. As part of their respective businesses,  
26 Ocean Beauty and Pacific Seafood purchase and distribute certain seafood products from other  
27

1 producers, such as salmon, halibut, a wide variety of other fish species, and crab to be sold to  
2 customers for later sale to the public. Both companies also sell a variety of seafood products  
3 such as smoked salmon and frozen seafood under their own private labels.

4 3.5. Coulston has many years of significant and substantial experience in the seafood  
5 sales industry.

6 3.6. By January of 2011, when he began work at Pacific Seafood, Coulston had  
7 worked for over two (2) decades in the seafood sales industry. At that point, his experience  
8 included, without limitation, selling fresh and frozen seafood and managing personnel for about  
9 ten (10) years for Food Services of America. Coulston had also subsequently worked as Vice  
10 President of Sales at US Foods, Inc. ("US Foods") in the Fife, Washington office, for more than  
11 ten (10) years where he oversaw the development of a new fresh seafood program which  
12 included a complete line of fresh fish and shellfish offerings and generated about \$2 million in  
13 sales in its first year.

14 3.7. In or about December, 2010 while he was employed at US Foods and as a result of  
15 Coulston's significant prior seafood industry experience, Pacific Seafood contacted Coulston  
16 and verbally offered him a position as Food Services Manager.

17 3.8. In making the offer, Pacific Seafood did not indicate to Coulston that the company  
18 intended to require Coulston to agree to a non-competition provision or any other restrictive  
19 covenant as a condition of his employment with Pacific Seafood.

20 3.9. In December 2010, Coulston verbally accepted a position of at-will employment  
21 at Pacific Seafood as a Food Services Manager beginning January 17, 2011.

22 3.10. Shortly after accepting the Pacific Seafoods offer of employment, Coulston  
23 notified US Foods that he intended to voluntarily terminate his employment with US Foods. In  
24 response, US Foods advised him that his employment was immediately terminated.

25 3.11. Following his last day of employment at US Foods, Coulston took some time off  
26 prior to starting his new job at Pacific Seafoods on January 17, 2011.  
27

3.12. Subsequently, on January 14, 2011, Coulston received from Pacific Seafood a “New Hire” packet which instructed him to sign a form Employment Agreement (the “Employment Agreement”), a true and correct copy of which is attached hereto as **Exhibit A** and incorporated by reference as if fully set forth herein.

3.13. Coulston was surprised to learn that the enclosed Employment Agreement contained a restrictive covenant (the “Non-Compete Covenant”) which provides as follows:

**7. Restrictive Covenants/Non-competition.** Employee agrees that during the term of Employee's employment with the Company and for twelve (12) months after the termination of Employee's employment with the Company Employee's employment, Employee will not directly or indirectly engage in any business (including but not limited to any business that involves seafood distribution, or any so-called “broadline” or “broadliner” distribution business) which in any manner, (including directly or indirectly or wholly partially) competes, or prepares to compete, with the Company in any geographic area in which the Company does business, or become a director, officer, partner, limited partner, employee, agent, representative, stockholder, creditor or consultant to or for any such business. Specifically and without limiting the foregoing:

- (a) You will not, directly or indirectly, within the Territory described in the Information Section and within a two hundred and fifty-mile (250) mile radius of any of our offices for which you performed services during the term of this Agreement, enter into or engage generally in competition with us whether as an individual on your own or as a partner or joint venturer with someone else, or as an employee or agent for some other person, firm or corporation, or as an officer, director or shareholder of a corporation;
- (b) You will not, on your own or in connection with anyone else, solicit, interfere with or attempt to entice away from us any person who is currently an employee of ours;
- (c) You will not, on your own or in connection with anyone else, solicit, interfere with or attempt to entice away from us any person, form or corporation which is at the time or was, at any time during the term of this Agreement, a customer of ours

3.14. Because Pacific Seafood has many distribution and sales offices in seven western states, the effect of the 250 mile radius limitation would be to effectively prevent Coulston from working in the seafood industry in any city in the western United States.

3.15. Paragraph 11 of the Employment Agreement provides that it shall be construed and interpreted in accordance with the laws of the State of Oregon.

1           3.16. The Employment Agreement also provides that its “Effective Date” is January 25,  
2 2011 (the “Effective Date”); *i.e.*, less than 14 days after Coulston received and signed the  
3 Employment Agreement. *See* Exhibit A, §1, ¶D.

4           3.17. Since Coulston had already resigned his employment at US Foods because he had  
5 accepted the employment offer from Pacific Seafood, and he had not received any employment  
6 offers other than from Pacific Seafood, as a practical matter he had no choice but to sign the  
7 proposed Employment Agreement containing the Non-Compete Covenant.

8           3.18. Thus, on January 14, 2011, Coulston formalized his acceptance of the Food  
9 Services Manager position by signing the form Employment Agreement (*i.e.*, Exhibit A).

10           3.19. On January 14, 2011, Joe O’Halloran of Pacific Seafood advised Coulston that he  
11 could not start his new job for 14 days following January 17, 2011 because Oregon law required  
12 a 14 day waiting period between the execution of the Employment Agreement (because it  
13 contained the Non-Compete Covenant) and the first day of work.

14           3.20. When Coulston expressed concern about having resigned his prior job in reliance  
15 on the offer from Pacific Seafood and now being presented with the surprise Non-Compete  
16 Covenant and the unanticipated two additional weeks without work (or pay), Mr. O’Halloran  
17 reassured Coulston that he would be on the company payroll beginning Monday, January 17,  
18 2011 (*i.e.*, Coulston’s start date) and would receive two (2) additional weeks of paid time off  
19 before reporting to work on Monday, January 31, 2011.

20           3.21. In or about February of 2011, Pacific Seafood paid Coulston for the period from  
21 January 17 through 31, 2011, as well as a \$35,000 signing bonus.

22           3.22. On or about June 12, 2014, Ocean Beauty offered Coulston a position as Sales  
23 Director of Food Service. In this position Coulston would be responsible for managing national  
24 food service accounts. He would not be calling on or contacting the same customers he did in  
25 his Pacific Seafood job, but would be working in a completely different market segment. In the  
26 offer letter Ocean Beauty and Coulston specifically agreed that he was prohibited from  
27

1 disclosing "any confidential, proprietary or trade secret information of a current or prior  
2 employer" A true and correct copy of the offer letter is attached as **Exhibit B** (the "Ocean  
3 Beauty Offer Letter") and incorporated by reference as if fully set forth herein.

4 3.23. In part, page two (2) of the Ocean Beauty Offer Letter provides as follows:

5 You are being offered employment at Ocean Beauty based upon your personal  
6 skills and experience, and not due to your knowledge of any confidential,  
7 proprietary or trade secret information of a current or prior employer. Should you  
8 accept this offer we do not want you to make use of or disclose any such  
9 information or to retain or disclose any materials from a prior or current employer.

10 You and Ocean Beauty agree that during the first twelve (12) months from your  
11 last date of employment with your prior employer, you will not participate,  
12 directly or indirectly, in solicitation, sales, marketing or business development  
13 with or to any customers or strategic partners of your former employer which  
14 whom, to the best of your memory, you have had material direct contact or  
15 regarding whom you have reviewed confidential information of your former  
16 employer. In addition during the first twelve (12) months from your last date of  
17 employment with your prior employer, you and Ocean Beauty also agree that you  
18 will not be directly or indirectly be involved in the hire of any current employee of  
19 your prior employer.

20 3.24. On July 2, 2014, in conjunction with accepting the employment offer from Ocean  
21 Beauty, Coulston advised Pacific Seafood that he was voluntarily resigning his position at  
22 Pacific Seafood and gave his two (2) weeks' notice of resignation.

23 3.25. In response, Pacific Seafood advised him that July 3, 2014 would be his last day  
24 of employment.

25 3.26. On July 7, 2014, Coulston accepted Ocean Beauty's offer of employment by  
26 signing the Ocean Beauty Offer Letter.

27 3.27. As a result of his employment with Pacific Seafood, Coulston did not have access  
to information that derived actual or potential economic value from not being generally known  
to the public. Nor did Coulston have access to information that was the subject of efforts that  
are reasonable under the circumstances to maintain its secrecy, and/or competitively sensitive  
confidential business or professional information that otherwise would not qualify as a trade



1 secret, including product development plans, product launch plans, marketing strategy or sales  
2 plans.

3 3.28. Rather, as a result of his employment with Pacific Seafood, Coulston had access to  
4 and utilized commonly known industry pricing and sales models based on the seafood market  
5 and industry-wide standards and practices.

6 3.29. Ocean Beauty and Pacific Seafood are competitors who regularly compete for the  
7 same employees and customers. Both parties sell the same product to its customers – seafood.  
8 Each party's customers are well known to the other, and the individual contacts at each customer  
9 are similarly well known to each party. Over the years, each party has hired employees from the  
10 other and each party has solicited business from the other's customers. In fact, Pacific  
11 Seafood's current Chief Operating Officer is the former president and CEO of Ocean Beauty.

12 3.30. On July 9, 2014, Pacific Seafood alleged that the Employment Agreement  
13 precludes Coulston from working for Ocean Beauty "for a year following his departure from  
14 Pacific Seafood," and doing so would violate the Non-Compete Covenant. A true and correct  
15 copy of a letter in this regard is attached hereto as **Exhibit C** and incorporated by reference as if  
16 fully set forth herein.

17 3.31. On July 11, 2014, Pacific Seafood threatened to file suit and seek damages against  
18 the Plaintiffs unless Coulston agrees not to work for Ocean Beauty for a period of twelve (12)  
19 months. A true and correct copy of an e-mail in this regard is attached hereto as **Exhibit D** and  
20 incorporated by reference as if fully set forth herein.

21 3.32. Defendant Pacific Seafood's allegations and threat of litigation are hampering  
22 Plaintiff Ocean Beauty's ability to pursue and expands its business.

23 3.33. Defendant Pacific Seafood's allegations and threat of litigation are interfering  
24 with Coulston's right and ability to carry out the duties and responsibilities of his employment  
25 with Ocean Beauty and otherwise earn a living in the industry in which he has spent most of his  
26 adult life.



1                   **IV. FIRST CAUSE OF ACTION – DECLARATORY RELIEF**

2           4.1. Plaintiffs reallege and incorporate by reference, as if fully set forth herein, each  
3 and every allegation in the preceding paragraphs.

4           4.2. Defendant Pacific Seafood alleges that Plaintiffs are in violation of and have  
5 breached the Non-Compete Covenant.

6           4.3. Pursuant to Paragraph 11 of the Employment Agreement, the Non-Compete  
7 Covenant and other terms and conditions of the Employment Agreement are governed by the  
8 law of the State of Oregon.

9                   **The Non-Compete Covenant is Void And The Employment Agreement Without**  
10                   **Legal Effect Because the “Employer” Identified In The Agreement Does Not Exist.**

11           4.4. Pacific Seafood Group, Inc., the employer identified in the Employment  
12 Agreement which is the subject of this action, does not exist as an entity or a registered trade  
13 name in Oregon or Washington.

14           4.5. Accordingly, the Non-Compete Covenant is void and the Employment Agreement  
15 without legal effect because the “employer” identified in the Employment Agreement does not  
16 exist.

17                   **The Non-Compete Covenant Is A “Non-competition Agreement” Under Oregon**  
18                   **Law.**

19           4.6. Under Oregon law, an agreement restraining an employee from directly or  
20 indirectly soliciting business from former clients or prospective clients should be construed as a  
21 “non-competition agreement”. *See, e.g., Moreland v. World Commc'n Ctr., Inc.*, No. Civ. 09–  
22 913–AC, 2010 WL 4237302, at \*3–4 (D.Or. Sept. 17, 2010) (holding that an agreement  
23 restricting an employee from directly or indirectly soliciting clients or otherwise causing the  
24 employer to lose clients was a non-competition agreement even though it was intended as a non-  
25 solicitation agreement); *Dymock v. Norwest Safety Protective Equip. for Or. Indus.*, 19 P.3d 934,  
26 937 (Or.Ct.App.2001), *overruled on other grounds*, 45 P.3d 114 (Or.2002) (holding that non-  
27

1 competition agreements include covenants that materially deter or impair an employee from  
 2 engaging in the same business as the employer); *First Allmerica Fin. Life Ins. Co. v. Sumner*,  
 3 212 F.Supp.2d 1235, 1239 (D.Or.2002) (holding that a contractual provision restraining an  
 4 employee's ability to solicit former customers and co-workers amounts to a non-competition  
 5 agreement); *Naegeli Reporting Corp. v. Petersen*, 3:11-1138-HA, 2011 WL 11785484 (D. Or.  
 6 Dec. 5, 2011).

7 4.7. As set forth above, the Non-Compete Covenant provides that Coulston “will not  
 8 directly or indirectly engage in any business...which in any manner, (including directly or  
 9 indirectly or wholly partially) competes, or prepares to compete, with the Company in any  
 10 geographic area in which the Company does business, or become a director...employee...or  
 11 consultant to or for any such business.”

12 4.8. Thus, under Oregon law, the Non-Compete Covenant is a “non-competition  
 13 agreement”. *See, e.g., Moreland v. World Commc'n Ctr., Inc.*, No. Civ. 09-913-AC, 2010 WL  
 14 4237302, at \*3-4 (D.Or. Sept. 17, 2010; *Dymock v. Norwest Safety Protective Equip. for Or.*  
 15 *Indus.*, 19 P.3d 934, 937 (Or.Ct.App.2001); *First Allmerica Fin. Life Ins. Co. v. Sumner*, 212  
 16 F.Supp.2d 1235, 1239 (D.Or.2002); *Naegeli Reporting Corp. v. Petersen*, 3:11-1138-HA, 2011  
 17 WL 11785484 (D. Or. Dec. 5, 2011).

18 **Pacific Seafood Failed To Provide Two (2) Weeks' Advance Written Notice of the**  
 19 **Non-Compete Covenant As Required To Enforce It Under ORS 653.295(1)(a).**

20 4.9. Coulston's employment with Pacific Seafood began on January 17, 2011 (*i.e.*, the  
 21 date on which Pacific Seafood began to pay him), less than the 14 days after Coulston signed the  
 22 Employment Agreement, on January 14, 2011.

23 4.10. Thus, under Oregon law, the Non-Compete Covenant contained in the  
 24 Employment Agreement is an invalid and unenforceable non-competition agreement because  
 25 Pacific Seafood failed to provide Coulston the requisite two (2) weeks' advance written notice  
 26  
 27

1 of the Non-Compete Covenant and it was not entered into upon a “subsequent bona fide  
2 advancement” as required under ORS 653.295(1)(a)(A), (B).

3 **Pacific Seafood Cannot Establish That It Has A “Protectable Interest” As Required**  
4 **Under Oregon Law To Enforce The Non-Compete Covenant.**

5 4.11. Oregon Revised Statute 653.295 provides as follows:

6 (1) A non-competition agreement entered into between an employer and employee  
7 is voidable and may not be enforced by a court of this state unless:

8 \* \* \*

9 (c) The employer has a protectable interest. As used in this paragraph, an  
employer has a protectable interest when the employee:

10 (A) Has access to trade secrets, as that term is defined in ORS 646.461;

11 (B) Has access to competitively sensitive confidential business or professional  
12 information that otherwise would not qualify as a trade secret, including  
product development plans, product launch plans, marketing strategy or sales  
plans; or

13 *See* ORS § 653.295(1)(c)(A), (B).

14 4.12. The Non-Compete Covenant is an invalid and unenforceable non-competition  
15 agreement under Oregon law because Pacific Seafood cannot establish a “protectable interest”  
16 under ORS 653.295(1)(c).

17 4.13. As a result of his employment with Pacific Seafood, Coulston did not have access  
18 to information that derived actual or potential economic value from not being generally known  
19 to the public. Nor did Coulston have access to information that was the subject of efforts that  
20 are reasonable under the circumstances to maintain its secrecy.

21 4.14. Rather, as a result of his employment with Pacific Seafood, Coulston had access to  
22 and utilized commonly known industry pricing and sales models based on the seafood market  
23 and industry-wide standards and practices.

24 4.15. Accordingly, Coulston did not have access to “trade secret” information as a result  
25 of his employment with Pacific Seafood. *See* ORS 646.461(4)(a)-(b).

1           4.16. Likewise, as a result of his employment with Pacific Seafood, Coulston did not  
2 have “access to competitively sensitive confidential business or professional information that  
3 otherwise would not qualify as a trade secret” and thus, cannot establish a “protectable interest”  
4 based on ORS § 653.295(1)(c)(B).

5           4.17. Pacific Seafood cannot otherwise establish a protectable interest because, as a  
6 result of Coulston’s employment with Pacific Seafood, Coulston did not obtain knowledge of  
7 confidential information such that there would be a “substantial risk” that Coulston would be  
8 able to divert all or part of the employer's business given his knowledge. *Nike, Inc. v.*  
9 *McCarthy*, 379 F.3d 576, 586-87 (9th Cir. 2004).

10           4.18. Therefore, Pacific Seafood cannot establish a “protectable interest” and the Court  
11 should void the Non-Compete Covenant. *See* ORS § 653.295(1)(c)(A), (B); *see also*  
12 *Konecranes, Inc. v. Scott Sinclair*, 340 F.Supp.2d 1126, 1131 (D. Or. 2004).

13           **Alternatively, The Non-Compete Covenant Is An Improper Restraint Of Trade That**  
14 **Is Invalid And Unenforceable.**

15           4.19. Alternatively, the Non-Compete Covenant is a covenant in restraint of trade.  
16 *North Pac. Lumber Co. v. Moore*, 275 Or. 359, 364, 551 P.2d 431 (1976). In that scenario, to be  
17 valid, the Non-Compete Covenant must satisfy each of the following requirements: “(1) it must  
18 be partial or restricted in its operation in respect either to time or place; (2) it must be on some  
19 good consideration; and (3) **it must be reasonable, that is, it should afford only a fair**  
20 **protection to the interests of the party in whose favor it is made, and must not be so large**  
21 **in its operation as to interfere with the interests of the public.”** *Id.* (emphasis added); *see*  
22 *also Nike, Inc. v. McCarthy*, 379 F.3d 576, 584 (9th Cir. 2004); *Naegeli Reporting Corp. v.*  
23 *Petersen*, 3:11-1138-HA, 2011 WL 11785484 (D. Or. Dec. 5, 2011).

24           4.20. The Noncompete Agreement contains language that would preclude Coulston  
25 from engaging in conduct that even indirectly diverts former or prospective customers from  
26 plaintiff. It does not merely restrict Coulston from soliciting clients with which he had actual  
27

1 contacts while employed by plaintiff. Rather, the Noncompete Agreement purports to restrict  
2 Coulston from competing at all against Pacific Seafood.

3 4.21. Accordingly, the Noncompete Agreement is an unreasonable restraint on trade.  
4 *Konecranes, Inc. v. Sinclair*, 340 F.Supp.2d 1126, 1131 (D.Or.2004) (“In deciding whether a  
5 non-compete agreement is reasonable, an important consideration is whether it merely restricts  
6 the former employee from luring away specific accounts (i.e., those he serviced while  
7 employed) or whether it restricts the employee from competing at all.”).

8 4.22. As an unreasonable restraint on trade, the Noncompete Agreement and is invalid  
9 and unenforceable. *Konecranes, Inc. v. Scott Sinclair*, 340 F.Supp.2d 1126, 1131 (D. Or. 2004).

10 **The Plaintiffs Are Entitled To Declaratory Relief.**

11 4.23. As set forth above, an actual, present and justiciable dispute exists between the  
12 parties as to the enforceability of the Non-Compete Covenant.

13 4.24. Pursuant to 28 U.S.C. § 2201 et seq., this Court should issue a declaratory  
14 judgment that this case may properly proceed in this Court, that Oregon law governs the  
15 enforceability of the Non-Compete Covenant, and that the Non-Compete Covenant is invalid  
16 and unenforceable under Oregon law.

17 **V. REQUEST FOR RELIEF**

18 WHEREFORE, Plaintiffs respectfully request for the following relief:

19 5.1. For a declaratory judgment that this case may properly proceed in this Court, that  
20 Oregon law governs the enforceability of the Non-Compete Covenant, and that the Non-  
21 Compete Covenant is invalid and unenforceable against Plaintiffs.

22 5.2. For attorneys’ fees and costs as may be allowed by law; and

23 5.3. Such other and further relief as the court deems just and equitable.  
24  
25  
26  
27

1  
2  
3 DATED THIS 14<sup>th</sup> day of July, 2014.

4 PETERSON RUSSELL KELLY PLLC

5 By /s/ Joshua D. Brittingham  
Joshua D. Brittingham, WSBA # 42061

6 By /s/ Marcia P. Ellsworth  
7 Marcia P. Ellsworth, WSBA # 14334

8 By /s/ David C. Kelly  
David Kelly, WSBA # 13534

9 Peterson Russell Kelly PLLC  
10 10900 NE 4th Street, Suite 1850  
Bellevue, WA 98004-8341  
11 Telephone: (425) 462-4700  
jbrittingham@prklaw.com  
12 mellsworth@prklaw.com  
dkelly@prklaw.com  
13 Attorneys for Plaintiffs Ocean Beauty Seafoods  
LLC and Michael Coulston  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27